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Attorneys for Defendants/Counterclaimant and Cross-Appellants  
 BARRY COHEN, CHRIS COHEN (aka CHRISTENE COHEN), the F/V POINT LOMA and  
 Claimant, F/V POINT LOMA Fishing Company, Inc.

UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

DEL MAR SEAFOODS, INC.,  
 Plaintiff/Appellant

v.

BARRY COHEN, CHRIS COHEN (aka  
 CHRISTENE COHEN), *in personam* and,  
 F/V POINT LOMA, Official Number  
 515298, a 1968 steel-hulled, 126-gross ton,  
 70.8 foot long fishing vessel, her engines,  
 tackle, furniture apparel, etc., *in rem*,

Defendants/Cross-Appellants

F/V POINT LOMA FISHING COMPANY,  
 INC.,

Counterclaimant/Cross-  
 Appellant

And Related Counterclaims

No. \_\_\_\_\_

D.C. # CV 07-2952-WHA  
 (N.D. Cal., San Francisco)

**DEFENDANTS'/CROSS  
 APPELLANTS' NOTICE OF  
 TRANSCRIPT DESIGNATION AND  
 STATEMENT OF ISSUES**

**[L.R. App. Proc. 10.3-1(a)]**

Pursuant to Local Rule of Appellate Procedure for the Ninth Circuit 10.3-1(a),  
 Defendants/Counterclaimant and Cross-Appellants Barry Cohen, Chris Cohen, F/V Point  
 Loma, and F/V Point Loma Fishing Company, Inc. ("Defendants"), hereby submit their Notice  
 of Transcript Designation and Statement of Issues.

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**Notice of Transcript Designation**

Defendants hereby designate the following transcript to be ordered from the court reporter:

- June 16, 2008 hearing on closing arguments before Judge Alsup

Defendants also designate the trial transcripts of the bench trial of the above captioned matter held before Judge Alsup on May 20, 22, and 23, 2008, which transcripts have already been ordered and received by both parties.

**Statement of Issues**

Defendants also hereby file the following Statement of Issues in its cross appeal in the above captioned matter.

1. Whether the District Court erred in finding that Defendants were contractually obligated to pay Plaintiff for amounts that the District Court determined were not covered by the promissory note and ship mortgage and no legal claim for such amounts, other than under the promissory note and ship mortgage, was included in Plaintiff's complaint.

2. Whether the District Court erred in finding that amounts paid by Plaintiff to Defendants after the effective date of the promissory note constituted future advances under the terms of the promissory note and ship mortgage, and were therefore secured by the ship mortgage, where the promissory note contained no future advances clause and was not amended in writing to provide for future advances.

DATED this 11<sup>th</sup> day of August, 2008.

Respectfully submitted,

DAVIS WRIGHT TREMAINE LLP

/s/ James P. Walsh

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and F/V POINT LOMA FISHING COMPANY, INC.